

## **EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** (the "Agreement") is made this 19th day of February, 2014, by and between West Virginia University Board of Governors for and on behalf of West Virginia University (hereinafter "University") and **Thomas Bradley** (hereinafter "Coach").

**NOW, THEREFORE, WITNESSETH**, that for and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of all of which hereby is acknowledged by the parties hereto, University and Coach agree as follows:

### **I. EMPLOYMENT**

Subject to the terms and conditions contained herein, University hereby agrees to employ Coach as Senior Associate Head Football Coach and Coach agrees to perform in this capacity. Coach shall be employed as a full-time, exempt, Faculty Equivalent Academic Professional employee, by and subject to the rules and policies adopted by the University's Board of Governors and any other policies and procedures adopted by the University, all as they may be modified from time to time. Subject to the provisions of Articles II and VI below, the term of the appointment is made by the Director of Intercollegiate Athletics at West Virginia University in consultation with the Head Football Coach.

### **II. TERM**

The Agreement shall be for a two year term beginning on the 24<sup>th</sup> day of February, 2014, and terminating at 11:59 p.m. on the 30<sup>th</sup> day of January, 2016 ("the Termination Date"). However, that nothing contained herein waives the right of Coach and University to exercise their respective rights as outlined in Article VI of this Agreement. The initial agreement year shall begin on the 24<sup>th</sup> day of February, 2014 through January 30, 2015. The second agreement year shall begin February 1<sup>st</sup>, 2015 through January 30, 2016.

### **III. COMPENSATION AND BENEFITS**

**A. Base Salary.** In consideration of services and satisfactory performance of the terms and conditions of this Agreement by Coach, University agrees to pay Coach an annual base salary of the following:

Six Hundred Thousand Dollars (\$600,000.00) in Agreement Year 2014-15; and

Four Hundred Thousand Dollars (\$400,000.00) in Agreement Year 2015-16.

Base Salary shall be payable in semi-monthly installments. Payment of all Base Salary shall be in accordance with the payroll policies of University and subject to such deductions as may be required by applicable state and federal laws and regulations, and such employee benefit plans in which Coach elects to participate.

**B. Employee Benefits.** Coach will be eligible to participate in all employee benefit programs available to other University employees of like status. Such benefits shall be governed by University policies and the laws of the State of West Virginia and will include, among others, health insurance, retirement, annual leave, sick leave and all other standard benefits.

**C. Other Compensation and Incentives.**

**1. Courtesy Automobile:** Coach shall receive one (1) courtesy vehicle; provided, however, that prior to receipt of the vehicle, Coach shall separately agree to the terms and conditions of the Department of Intercollegiate Athletics' Wheels Club Driver Agreement.

**2. Tickets:** Coach shall be provided four (4) tickets for each home football game, two (2) tickets for each home men's basketball game, two (2) tickets for each home women's basketball game, and, if applicable, four (4) tickets for each post-season bowl game in which the University's football team participates. Such tickets shall be distributed by Coach as allowed by law and by the rules and regulations of the University, the athletic conference in which the University is a member and participates in for football and the NCAA, and are subject to applicable taxes.

**3. Camps:** Coach may be entitled to additional compensation for services performed related to the football youth camp(s) and/or clinic(s) held on campus as part of the Department of Intercollegiate Athletics' operations consistent with the provisions of West Virginia University Board of Governors' Policy No. 16 and other applicable state law. Compensation will be dependent upon total net revenue generated by the camp and subject to the approval of the Head Football Coach, acting as the Camp Director, and the Director of Intercollegiate Athletics. Coach will be required to use vacation time while working said camp(s) and/or clinic(s).

**4. Annual Performance Incentives:** In addition to Base Salary, University shall pay Coach annual performance incentives within One Hundred Twenty (120) consecutive days of the end of the season in which earned, for attainment of and participation in the following:

<b>a.</b>	<b>Regular season victories (not cumulative)</b>	
	i. 12 wins	\$15,000.00
	ii. 11 wins	\$10,000.00
	iii. 10 wins	\$ 7,500.00
	iv. 9 wins	\$ 5,000.00
<b>b.</b>	Conference regular season title (or share of title)	\$ 7,500.00
<b>c.</b>	Non-College Football Playoff bowl appearance	\$10,000.00
<b>d.</b>	College Football Playoff ("CFP") appearance	\$15,000.00
<b>e.</b>	CFP Semifinal victory	\$ 5,000.00
<b>f.</b>	CFP National Championship game appearance	\$20,000.00
<b>g.</b>	CFP National Championship game victory	\$ 5,000.00

**5. Athletic Apparel:** The University shall provide an athletic apparel allocation of One Thousand Dollars (\$1,000.00) retail value from the University's team apparel supplier which will be subject to applicable taxes, if any.

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6. **Retention Incentive:** Coach shall receive Fifty Thousand Dollars (\$50,000.00) payable as a one-time retention payment if employed pursuant to this Agreement on January 30, 2016. All amounts due under this provision shall be payable to Coach in a single, lump-sum payment, less applicable taxes and other appropriate withholdings, no later than one hundred and twenty (120) days after the University's obligation has accrued.

#### **IV. PERFORMANCE**

In the performance of his duties, Coach shall be responsible to and under the direct supervision of the Head Football Coach. Without limiting the foregoing, Coach shall conduct himself at all times in a manner which is consistent with his position as an instructor of students and which presents a positive representation of West Virginia University. The parties agree that, although this Agreement is to support the University's educational mission. The educational purposes of the University shall have priority in the various provisions of this Agreement. Coach will perform the duties of the position as they are described in Exhibit 1, attached hereto and incorporated herein by express referenced, as they may from time to time be changed at the sole discretion of the Head Football Coach and/or Director of Intercollegiate Athletics (to the extent not inconsistent with the terms of this Agreement). In doing so, Coach will use best efforts to comply with the reasonable goals and objectives established annually by the Head Football Coach.

Coach shall not breach any local, state or federal laws, ordinances, rules or regulations, or of any of the written rules, regulations, policies, procedures or standards of the University, the Big 12 Conference (or any other athletic conference of which the University may become a member) or the National Collegiate Athletic Association (the "NCAA"). Coach shall adhere to NCAA Bylaw 1.1 Conduct of Athletics Personnel in the performance of his duties as Senior Associate Head Football Coach. Pursuant to NCAA Bylaw 11.2.1, it is stipulated by the parties that if Coach is found in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment as set forth in Article VI herein.

Additionally, Coach shall not knowingly permit or condone directly or indirectly, or by negligent supervision, any student, employee or other individual subject to his control or supervision, to perform any act which reflects adversely on the University, its athletic programs, or otherwise affects the operations of the football program or Coach's responsibilities under this Agreement. In the event Coach violates the foregoing, Coach may be subject to disciplinary action, consistent with the terms of this Agreement, including, but not limited to, public or private reprimand, or, if appropriate, termination as determined by the Director of Intercollegiate Athletics, and/or the Head Football Coach, after consultation and review with the Director of Intercollegiate Athletics.

#### **V. PROMOTIONAL ACTIVITIES**

As part of Coach's responsibilities under this Agreement, Coach shall perform the following promotional activities as directed by the Head Football Coach or Director of Intercollegiate Athletics, or their designees:

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A. Appearances at events sponsored by the Mountaineer Athletic Club or University affiliated organizations and sponsors.

B. Appearances and participation in radio, television and Internet programs produced by the University's Mountaineer Sports Network or its affiliated organizations, and/or other such programs. Such appearances and participation may include, but shall not necessarily be limited to, radio talk shows, pregame/postgame radio shows, television shows, Internet audio programs and occasional Internet features. University shall own all rights to radio, television, Internet and other programs that are broadcast or otherwise disseminated to the public in which Coach serves as a participant. University retains exclusive rights to services in the areas as specified herein.

C. Coach shall be allowed to retain any income received from coaching clinics and camps in which he participates. Coach shall be allowed to retain any income received from speaking engagements. Coach acknowledges and agrees that prior to accepting any speaking engagement, he must notify the Director of Intercollegiate Athletics, or his designee, or the clinic, camp or speaking engagement and obtain approval. The Director of Intercollegiate Athletics may refuse to provide approval at his discretion but will not unreasonably withhold such approval. Coach may not make speaking engagements with business or corporations that compete with the University's official corporate sponsors. Coach will report any and all income derived in accordance with Article VIII.

D. Participation in promotional and other activities as may be reasonably requested by University.

With respect to subsections A, B and C above, University agrees to consult and coordinate with Coach before scheduling such promotional activities, which consent shall not be unreasonably withheld. Except as limited or restricted by the provisions of this Article V and Article IX, and further subject to Coach's obligation to satisfy the terms and conditions of this Agreement, nothing contained herein shall be deemed to prevent Coach from arranging or participating in, and deriving personal income from personal speaking engagements or other endeavors unrelated to his service as Senior Associate Head Football Coach, subject to prior approval of University, such approval not to be unreasonably withheld.

## VI. TERMINATION

A. Termination for Cause by University. The University specifically reserves the right to terminate this Agreement without further obligation at any time for cause, which shall be deemed to include, but is not limited to, the following:

1. The commission by Coach of a serious or major violation, whether intentional or negligent, or a pattern of any violations, of the written rules, regulations, policies, procedures or standards of the NCAA, the University or, the Big 12 Conference (or any other conference of which University may become a member), or the allowing or condoning, whether directly or by negligent supervision, of any such violation by a student, coach or other individual subject to his control or supervision, or otherwise soliciting, directing or condoning such violation by any person;

2. Conviction (including a plea of no contest) of Coach for a felony or a conviction (including plea of no contest) of Coach for a misdemeanor involving moral turpitude;

3. Substance abuse or habitual insobriety;

4. Material and substantial breach of any term of this Agreement by Coach, which breach has gone uncured for thirty (30) consecutive days after written notice thereof by University to Coach;

5. Willful, negligent or intentional disregard and/or insubordination by Coach of the reasonable instruction of the Head Football Coach, the Director of Intercollegiate Athletics or their designees, which disregard has gone uncured for thirty (30) consecutive days after written notice thereof by University to Coach;

6. Willful misconduct and gross negligence in performance of duties; or

7. Misconduct by Coach of such a nature that the misconduct offends the traditions of the University, or brings discredit to the University, or harms the University's reputation.

In the event that Coach is terminated for cause by University, Coach shall not be entitled to, nor shall University be required to provide, any portion of the compensation, benefits and/or incentives as set forth in Article III of this Agreement, or any other entitlements under this Agreement, except Base Salary, benefits and incentive compensation actually earned and accrued but unpaid through the date of termination, all of which shall be paid within thirty (30) consecutive days of termination less all applicable taxes and other withholdings.

**B. Termination for Convenience by University.** In addition to the provision set forth above, the University also reserves the right to terminate this Agreement without cause, at University's convenience. In the event that University terminates Coach without cause, University will, within thirty (30) consecutive days of termination pay Coach all Base Salary, benefits and incentive compensation actually earned and accrued but unpaid through the date of termination. The University shall continue to pay the base salary, payable per Article III (A) only, and any or all other amounts University is legally obligated to pay to Coach pursuant to the terms of this Agreement, as if the Coach had fully performed through and until Termination Date of January 30, 2016 as defined by Article II of this Agreement, less all applicable taxes and other withholdings.

**C. Termination for Convenience by Coach.** In the event Coach terminates this Agreement without cause, at Coach's convenience, not including any reason stipulated in Article VI (D), Coach shall within thirty (30) consecutive days of termination receive payment from University for all Base Salary, supplemental and incentive compensation actually earned and accrued but unpaid under the terms of this Agreement and not paid as of the date of such termination, less all applicable taxes and other withholdings.

**D. Death, Disability or Retirement.** In the event of the inability of Coach to continue to perform the essential functions of his position under this Agreement by reason of death,

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disability or permanent retirement, this Agreement shall thereupon terminate and all future obligations between the parties hereto shall cease. The parties further agree that in the event that Coach is unable to continue to perform his obligations under this Agreement and the Agreement is terminated pursuant to this Article VI (D), Coach shall be entitled to all earned and accrued Base Salary, benefits and incentive compensation earned but unpaid as of the date of death, final determination of disability or permanent retirement. Such compensation shall be paid to Coach or his estate or beneficiaries, as the case may be, in addition to standard University benefits, if any.

**E. Resignation of Head Football Coach.** If during the term of this Agreement the Head Football Coach voluntarily terminates his employment with the University (a "Resignation Event") then this Agreement shall automatically terminate whether on the one hundred eightieth (180<sup>th</sup>) day following the Resignation Event, or on the Termination Date stated in Article II, whichever comes first without breach by the University. During the remaining term of this Agreement, Coach or University may still exercise their respective rights as outlined in Article VI (A) to (C) of this Agreement. University will pay to Coach all Base Salary and incentive compensation actually earned and accrued but unpaid under the terms of this Agreement and not paid as of the date of such termination, less all applicable taxes and other withholdings.

**F. Coach's Obligation Upon Termination.** All materials or articles of information, including without limitation, keys, keycards, cell phones, computers, equipment, parking passes, unused athletic event tickets and the like, the right to claim such tickets of the like, automobiles, personnel records, recruiting records, team information, video, statistics or any other material documents, correspondence, or other data furnished to the Coach by the University or developed by the Coach, whether directly or by others under his supervision and control, on behalf of the University for the University's use or otherwise in connection with the Coach's employment hereunder shall remain the sole property of the University. Coach shall cause any and all such materials in his possession or control to be delivered to the University by or before close of business on the date of his termination of employment. This provision shall apply equally to written and electronic materials and records.

## **VII. GRIEVANCE PROCESS**

Resolution of any employment grievance that Coach may desire to raise shall be governed by the West Virginia Public Employees Grievance Procedure (W.Va. Code §6C-2-1 et seq.).

## **VIII. OUTSIDE INCOME**

Coach shall receive written approval from the Director of Intercollegiate Athletics or his designee prior to entering into any agreement for income and benefits from sources outside University, such approval not to be unreasonably withheld. Further, in accordance with NCAA Bylaw 11.2.2 regarding athletically-related income, Coach agrees to provide a written detailed account to the Director of Intercollegiate Athletics or his designee, at least once annually, or more frequently upon request, for all athletically-related income, compensation, gratuities or benefits from any and all sources outside the institution.

**IX. PUBLIC APPEARANCES**

Coach shall make no public appearance, either in person or by means of radio, television, Internet or other means or medium, or willingly allow the use of his name in connection with his relationship to the University, when any such appearance or use of name will result in unfavorable reflection upon University or conflict with Coach's duties or University's rights under this Agreement.

**X. DRIVING STANDARDS**

Coach shall be subject to the driving standards and provisions set forth in the University's Department of Intercollegiate Athletics Pilot Student Transportation Reporting Program as it may be amended from time to time.

**XI. REPRESENTATIONS**

Coach represents and warrants that he has not violated any of the rules and regulations of the NCAA, and that he is aware of any threatened or pending NCAA investigation involving his conduct at any other NCAA member institution.

**XII. HEADINGS**

The headings of the articles and sections contained in this Agreement are for reference purposes only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

**XIII. ENTIRE AGREEMENT; AMENDMENT**

It is mutually understood that this Agreement contains all of the terms and conditions to which the parties have agreed and that no other understandings or representations, either oral or written, unless referenced in the preceding paragraphs, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto. Any modification, amendment or addendum to this Agreement shall be effective only if made in writing and signed by both parties hereto.

**XIV. SEVERABILITY**

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby, and such remaining provisions shall remain in full force and effect.

**XV. APPLICABLE LAW**

This Agreement is made and entered in Monongalia County in the State of West Virginia, and the laws of West Virginia shall govern its validity, interpretation, performance, and enforcement by the parties of their respective duties and obligations hereunder.

**XVI. VOLUNTARY AGREEMENT**

This Agreement is the result of arm's-length negotiation between the parties, and the parties have had the opportunity to be represented by counsel of their own choosing. Each party enters into this Agreement freely and voluntarily and with the full intent to be bound hereby.

**XVII. NOTICE**

Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing and sent by registered or certified mail to the other party at the address stated here:

COACH: Last Address on File with the University

With a Copy to:

Brett Senior & Associates, P.C.  
125 Strafford Avenue  
Suite 112  
Wayne, PA 19087  
Brett@Seniormg.com


UNIVERSITY: Director of Intercollegiate Athletics  
West Virginia University  
PO Box 0877, Morgantown, WV 26507-0877

With a Copy to:

Vice President for Legal Affairs  
West Virginia University  
105 Stewart Hall, PO Box 6201, Morgantown, WV 26506-6201

**BY THEIR SIGNATURES BELOW**, the parties hereto have executed this Agreement as of the day and year first above written.

**WEST VIRGINIA UNIVERSITY BOARD  
OF GOVERNORS FOR AND ON BEHALF  
OF WEST VIRGINIA UNIVERSITY**

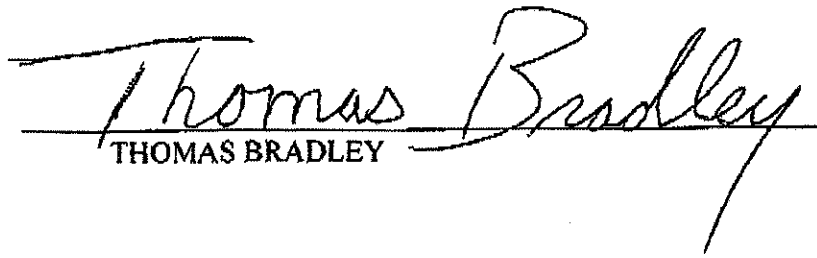


By \_\_\_\_\_

Oliver Luck  
Director of Intercollegiate Athletics

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THOMAS BRADLEY

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